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NOV 21 2008

FCC Mail Room

Wells Central School District
Billed Entity Number: 124136
Form 471 Application Number: 599713
Billed Entity FCC RN: 0012052320
SPIN: 143001356
Service Provider Name: Citizens Telecommunications Company of NY, Inc.
Funding Request Number: 1654076
Applicant's Form Identifier: wcs0809

CC Docket No. 02-6
"Request for Review"
"Request for Waiver"

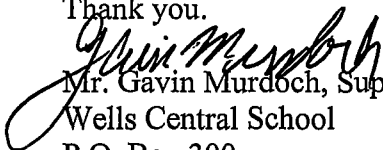
We are writing this letter of appeal regarding the Administrator's Decision on Appeal - Funding Year 2008-2009 received from the USAC Schools and Libraries Division dated Oct. 14, 2008. USAC denied our appeal because of a violation of the Schools and Libraries' competitive bidding rules.

We realize that the date of our contract is January 30, 2006, and our Form 470 was filed on November 7, 2006. The contract was a renewal of a previous contract that was to expire in March of 2006. We did not realize that we had to file the Form 470 before we renewed the contract. We just thought we had to file a new 470 for the new contract. Consequently, we did not wait the 28 days before accepting a bid.

We ask that you waive the bidding rules this one time. There is only one telecommunications company to choose from in this area. The next time we apply we will make sure a new Form 470 is in place for any new contracts before the bidding begins.

Our district is very small and our resources are few. There are no companies that we know of that would aid us in completing our paperwork for the SLD. The companies that do this for larger schools just do not want to bother for the small fee we could afford to pay them. Without the aid that we receive, we may not be able to continue with some of the services we now offer such as distance learning and internet filtering. We will never make this mistake again but ask that you please review our application one more time.

Thank you.


Mr. Gavin Murdoch, Superintendent
Wells Central School
P.O. Box 300
Wells, NY 12190
Phone number: 518-924-6000
Fax number: 518-924-9246
email: gmurdoch@mum.neric.org

No. of Copies rec'd _____
List ABCDE _____

Enclosures: Form 470; Appeal Decision letter; contract

FCC Form

Approval by OMB

3080-0808

470**Schools and Libraries Universal Service
Description of Services Requested
and Certification Form**

Estimated Average Burden Hours Per Response: 4.0 hours

This form is designed to help you describe the eligible telecommunications-related services you seek so that this data can be posted on the Fund Administrator website and interested service providers can identify you as a potential customer and compete to serve you.

Please read instructions before beginning this application.

(To be completed by entity that will negotiate with providers.)

Block 1: Applicant Address and Identifications**Form 470 Application Number:** 840290000592622**Applicant's Form Identifier:** wcs07**Application Status:** CERTIFIED**Posting Date:** 11/07/2006**Allowable Contract Date:** 12/05/2006**Certification Received Date:** 11/07/2006**1. Name of Applicant:****WELLS CENTRAL SCHOOL DISTRICT****2. Funding Year:**

07/01/2007 - 06/30/2008

3. Your Entity Number

124136

4a. Applicant's Street Address, P.O.Box, or Route Number**PO BOX 300****City****WELLS****State****NY****Zip Code****12190-0300****b. Telephone number****(518) 924- 6000****c. Fax number****(518) 924- 9246****5. Type Of Applicant**☒ Individual School (individual public or non-public school)☐ School District (LEA; public or non-public[e.g., diocesan] local district representing multiple schools)☐ Library (including library system, library outlet/branch or library consortium as defined under LSTA)☐ Consortium (intermediate service agencies, states, state networks, special consortia of schools and/or libraries)**6a. Contact Person's Name:** Paul Williamsen

First, if the Contact Person's Street Address is the same as in Item 4 above, check this box. If not, please complete the entries for the Street Address below.

6b. Street Address, P.O.Box, or Route Number☒ **PO BOX 300****City****State****Zip Code**

WELLS

NY

12190-0300

Check the box next to your preferred mode of contact and provide your contact information. One box MUST be checked and an entry provided.

☒ 6c. Telephone Number (518) 924- 6000

☒ 6d. Fax Number (518) 924- 9246

☒ 6e. E-mail Address pwillia4@mum.heric.org

Block 2: Summary Description of Needs or Services Requested

7 This Form 470 describes (check all that apply):

a. ☒ Tariffed or month-to-month services to be provided without a written contract. A new Form 470 must be filed for non-contracted tariffed or month-to-month services for each funding year.

b. ☒ Services for which a new written contract is sought for the funding year in Item 2.
Check if you are seeking ☒ a multi-year contract and/or ☒ a contract featuring voluntary extensions

c. ☒ A multi-year contract signed on or before 7/10/97 but for which no Form 470 has been filed in a previous funding year.

NOTE: Services that are covered by a signed, written contract executed pursuant to posting of a Form 470 in a previous funding year OR a contract signed on/before 7/10/97 and previously reported on a Form 470 as an existing contract do NOT require filing of a new Form 470.

What kinds of service are you seeking: Telecommunications Services, Internet Access, Internal Connections Other than Basic Maintenance, or Basic Maintenance of Internal Connections? Refer to the Eligible Services List at www.sl.universalservice.org for examples. Check the relevant category or categories (8, 9, 10 and/or 11 below), and answer the questions in each category you select.

8 ☒ Telecommunications Services

Do you have a Request for Proposal (RFP) that specifies the services you are seeking? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.

a. ☒ YES, I have released or intend to release an RFP for these services. It is available or will become available on the Web at at or via (check one):

☒ the Contact Person in Item 6 or ☒ the contact listed in Item 12.

b. ☒ NO, I have not released and do not intend to release an RFP for these services.

Whether you check YES or NO, you must list below the Telecommunications Services you seek. Specify each service or function (e.g., local voice service) and quantity and/or capacity (e.g., 20 existing lines plus 10 new ones). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Telecommunications services. Remember that only eligible telecommunications providers can provide these services under the universal service support mechanism. Attach additional lines if needed.

c. ☒ Check this box if you prefer discounts on your bill.

☒ Check this box if you prefer reimbursement after paying your bill in full.

☒ Check this box if you do not have a preference.

Service or Function:

Basic Telephone Service

Quantity and/or Capacity:

21

9 ☒ Internet Access

Do you have a Request for Proposal (RFP) that specifies the services you are seeking? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.

a ☒ **YES**, I have released or intend to release an RFP for these services. It is available or will become available on the Web at or via (check one):

☐ the Contact Person in Item 6 or ☐ the contact listed in Item 12.

b ☐ **NO**, I have not released and do not intend to release an RFP for these services.

Whether you check YES or NO, you must list below the Internet Access Services you seek. Specify each **service or function** (e.g., monthly Internet service) and quantity and/or capacity (e.g., for 500 users). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Telecommunications services. Remember that only eligible telecommunications providers can provide these services under the universal service support mechanism. Attach additional lines if needed.

c ☒ Check this box if you prefer discounts on your bill.

☐ Check this box if you prefer reimbursement after paying your bill in full.

☐ Check this box if you do not have a preference.

10 Internal Connections Other than Basic Maintenance

Do you have a Request for Proposal (RFP) that specifies the services you are seeking? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.

a ☒ **YES**, I have released or intend to release an RFP for these services. It is available or will become available on the Web at or via (check one):

☐ the Contact Person in Item 6 or ☐ the contact listed in Item 12.

b ☐ **NO**, I have not released and do not intend to release an RFP for these services.

Whether you check YES or NO, you must list below the Internal Connections Services you seek. Specify each **service or function** (e.g., a router, hub and cabling) and quantity and/or capacity (e.g., connecting 1 classroom of 30 students). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Telecommunications services. Remember that only eligible telecommunications providers can provide these services under the universal service support mechanism. Attach additional lines if needed.

c ☒ Check this box if you prefer discounts on your bill.

☐ Check this box if you prefer reimbursement after paying your bill in full.

☐ Check this box if you do not have a preference.

11 Basic Maintenance of Internal Connections

Do you have a Request for Proposal (RFP) that specifies the services you are seeking? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.

a ☒ **YES**, I have released or intend to release an RFP for these services. It is available or will become available on the Web at or via (check one):

☐ the Contact Person in Item 6 or ☐ the contact listed in Item 12.

b ☐ **NO**, I have not released and do not intend to release an RFP for these services.

Whether you check YES or NO, you must list below the Basic Maintenance Services you seek. Specify each **service or function** (e.g., basic maintenance of routers) and quantity and/or capacity (e.g., for 10 routers). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Telecommunications services. Remember that only eligible telecommunications providers can provide these services under the universal service support mechanism. Attach additional lines if needed.

☒ Check this box if you prefer discounts on your bill.
 ☒ Check this box if you prefer reimbursement after paying your bill in full.
 ☒ Check this box if you do not have a preference.

12 (Optional) Please name the person on your staff or project who can provide additional technical details or answer specific questions from service providers about the services you are seeking. This need not be the contact person listed in Item 6 nor the Authorized Person who signs this form.

Name:

Christine Suhr

Title:

Library Media Specialist

Telephone number

(518) 924 - 6008

Fax number

(518) 924 - 6016

E-mail Address

csuhr@mum.neric.org

13a. ☒ Check this box if there are any restrictions imposed by state or local laws or regulations on how or when service providers may contact you or on other bidding procedures. Please describe below any such restrictions or procedures, and/or a Web address where they are posted and provide a contact name and telephone number.

☒ Check this box if no state and local procurement/competitive bidding requirements apply to the procurement of services sought on this Form 470.

13b. If you have plans to purchase additional services in future years, or expect to seek new contracts for existing services, you may summarize below (including the likely timeframes). If you are requesting services for a funding year for which a Form 470 cannot yet be filed online, include that information here.

Block 3: Technology Resources

14. ☒ **Basic telephone service only:** If your application is for basic telephone service and voice mail only, check this box and skip to Item 16. Basic telephone service is defined as wireline or wireless single line voice service (local, cellular/PCS, and/or long distance) and mandatory fees associated with such service (e.g., federal and state taxes and universal service fees).

15. Although the following services and facilities are ineligible for support, they are usually necessary to make effective use of the eligible services requested in this application. Unless you indicated in Item 14 that your application is ONLY for basic telephone service, you must check at least one box in (a) through (e). You may provide details for purchases being sought.

a. Desktop software: Software required ☒ has been purchased; and/or ☒ is being sought.

b. Electrical systems: ☒ adequate electrical capacity is in place or has already been arranged; and/or ☒ upgrading for additional electrical capacity is being sought.

c. Computers: a sufficient quantity of computers ☒ has been purchased; and/or ☒ is being sought.

d. Computer hardware maintenance: adequate arrangements ☒ have been made; and/or ☒ are being sought.

e. Staff development: ☒ all staff have had an appropriate level of training /additional training has already been scheduled; and/or ☒ training is being sought.

f. Additional details: Use this space to provide additional details to help providers to identify the services you desire.

Block 4: Recipients of Service

16. Eligible Entities That Will Receive Services:

Check the ONE choice (Item 16a, 16b or 16c) that best describes this application and the eligible entities that will receive the services described in this application. You will then list in Item 17 the entity/entities that will pay the bills for these services.

a. ☐ Individual school or single-site library.

b. ☒ Statewide application for (enter 2-letter state code) representing (check all that apply):

- ☒ All public schools/districts in the state:
- ☒ All non-public schools in the state:
- ☒ All libraries in the state:

If your statewide application includes INELIGIBLE entities, check here. ☐ If checked, complete Item 18.

c. ☒ School district, library system, or consortium application to serve multiple eligible entities:

Number of eligible sites	1
<i>For these eligible sites, please provide the following</i>	
Area Codes (list each unique area code)	Prefixes associated with each area code (first 3 digits of phone number) separate with commas, leave no spaces
518	924

17. Billed Entities

17. Billed Entities: List the entity/entities that will be paying the bills directly to the provider for the services requested in this application. These are known as Billed Entities. At least one line of this item must be completed. If a Billed Entity cited on your Form 471 is not listed below, funding may be denied for the funding requests associated with this Form 470.

Entity	Entity Number
WELLS CENTRAL SCHOOL DISTRICT	124136

18. Ineligible Participating Entities

List the names of any entity/entities here for whom services are requested that are not eligible for the Universal Service Program.

Ineligible Participating Entity	Area Code	Prefix
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Block 5: Certification and Signature

19. ☒ I certify that the applicant includes: (Check one or both.)

- a. ☒ schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. Secs. 7081(18) and (38), that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or
- b. ☒ libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any school (including, but not limited to elementary and secondary schools, colleges and universities).

20. ☒ I certify that all of the individual schools, libraries, and library consortia receiving services under this application are covered by technology plans that are written, that cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body, an SLD-certified technology plan approver, prior to the commencement of service. The plans were written at the following level(s):

- a. ☒ individual technology plans for using the services requested in the application, and/or
- b. ☒ higher-level technology plans for using the services requested in the application, or
- c. ☒ no technology plan needed; application requests basic local, cellular, PCS, and/or long distance telephone service and/or voice mail only

21. ☒ I certify that I will post my Form 470 and (if applicable) make my RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology plan goals. I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the status and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

22. ☒ I certify that the services the applicant purchases at discounts provided by 47 U.S.C. Sec. 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. Sec. 54.500(k). Additionally, I certify that the entity or entities listed on this application have not received anything of value or a promise of anything of value, other than the services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

23. ☒ I acknowledge that support under this support mechanism is conditional upon the school(s) and/or library(ies) I represent securing access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support.

24. ☒ I certify that I am authorized to order telecommunications and other supported services for the eligible entity (ies). I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

25. ☒ I certify that I have reviewed all applicable state and local procurement/competitive bidding requirements and that I have complied with them. I acknowledge that persons willfully making false statements on this form can be punished by fine or forfeiture, under the Commissions Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

26. ☒ I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program.

27. Signature of authorized person: ☒

28. Date (mm/dd/yyyy): 11/07/2006

29. Printed name of authorized person: Paul Williamsein

30. Title or position of authorized person: Superintendent

31a. Address of authorized person: P.O. Box 300
City: Wells State: NY Zip: 12190-0300

31b. Telephone number of authorized person: (518) 924 - 6000

31c. Fax number of authorized person: (518) 9249246

31d. E-mail address number of authorized person: pwillia4@mum.neric.org

31e. Name of authorized person's employer: Wells Central School District

Service provider involvement with preparation or certification of a Form 470 can taint the competitive bidding process and result in the denial of funding requests. For more information, refer to the SLD web site at www.sl.universalservice.org or call the Client Service Bureau at 1-888-203-8100.

NOTICE: Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to file this Description of Services Requested and Certification Form (FCC Form 470) with the Universal Service Administrator. 47 C.F.R. § 54.504. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended, 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. All schools and libraries planning to order services eligible for universal service discounts must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, information provided in or submitted with this form or in response to subsequent inquiries may also be subject to disclosure consistent with the Communications Act of 1934, FCC regulations, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law.

If you owe a past due debt to the federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your application without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.

Please submit this form to:

SLD-Form 470
P.O. Box 7026
Lawrence, Kansas 66044-7026
1-888-203-8100

For express delivery services or U.S. Postal Service, Return Receipt Requested, mail this form to:

**SLD Forms
ATTN: SLD Form 470
3833 Greenway Drive
Lawrence, Kansas 66046
1-888-203-8100**

FCC Form 470
November 2004

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FCC Form 470

Universal Service Program Description of Services Requested and Certification Form

**Entity Number: 124136**
Contact Person: Paul Williamsen**Applicant's Form Identifier: wcs07**
Phone Number: (518)924-6000

FCC Form

Approval by OMB
3060-0806

Do not write in this area

470**Schools and Libraries Universal Service
Program Description of Services Requested
and Certification Form****Form 470 Application Number: 840290000592622****19. ☒ I certify that the applicant includes: (Check one or both)**

- a. ☒ schools under the statutory definitions of elementary and secondary schools found in the **No Child Left Behind Act of 2001, 20 U.S.C Secs. 7801(18) and (38)**, that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or
- b. ☐ libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any school (including, but not limited to elementary and secondary schools, colleges and universities).

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- a. ☐ individual technology plans for using the services requested in the application; and/or
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- c. ☒ no technology plan needed; application requests basic local, cellular, PCS and/or long distance telephone service and/or voice mail only.

21. ☒ I certify that I will post my Form 470 and (if applicable) make my RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology plan goals. I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools, and libraries discounts. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

22. ☒ I certify that the services the applicant purchases at discounts provided by U.S.C. Sec. 254 will be used solely for educational purposes and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. Sec.

54*500(k). Additionally, I certify that the entity or entities listed on this application have not received anything of value or a promise of anything of value, other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

23. ☒ I acknowledge that support under this support mechanism is conditional upon the school(s) and/or library(ies) I represent securing access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity necessary to use the service purchased effectively. I recognize that some of the aforementioned resources are not eligible for support.

24. ☒ I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies). I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

25. ☒ I certify that I have reviewed all applicable state and local procurement/competitive bidding requirements and that I have complied with them. I acknowledge that persons willfully making false statements on this form can be punished by the fine or forfeiture, under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

26. ☒ I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program.

27. Cert ID = 66095	28. Date 11/7/2006
29. Printed name of authorized person Paul Williamsen	
30. Title or position of authorized person Superintendent	
31a. Street Address, P.O Box or Route Number P.O. Box 300 Wells, NY 12190-0300	
31b. Telephone number of authorized person: (518) 924-6000	
31c. Fax number of authorized person: (518) 924-9246	
31d. E-mail of authorized person: pwillia4@mum.neric.org	
31e. Name of authorized person's employer: Wells Central School District	
ATTENTION: If you are signing Form 470 using the PIN assigned to you by SLD, you are reminded that using the PIN is equivalent to your handwritten signature on the form. Your use of the PIN to affirm these certifications means that should they prove untrue, you will be held to the same enforcement standards as those who affirm the certifications on paper. Also, by using the PIN, you are affirming that you have the authority to make these certifications and represent the entity featured in Block One of this funding request.	
Please Check to affirm your compliance <input checked="" type="checkbox"/>	

Form 470 Application Number:
WELLS CENTRAL SCHOOL DISTRICT
PO BOX 300
WELLS, NY 12190-0300

Service provider involvement with preparation or certification of a Form 470 can taint the competitive bidding process and result in the denial of funding requests.

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If you owe a past due debt to the federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your application without action.

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Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.

Done

FRONTIER SERVICES AGREEMENT

This Agreement is made this 30th day of January, 2006, by and between _____

Frontier Communications of New York, Inc., with an address at 137 Harrison Street Johnstown New York
(referred to herein as "Frontier"), and Wells Central School District, whose address is Route 30, Wells New York 12190 (referred to
herein as "Customer").

1. Services

Frontier will provide the services on the attached Schedules that Customer has initialed, which Schedules are incorporated herein by reference and made a part hereof (the "Services"). The Services are described further in the attached Schedules and this Agreement becomes effective for such Services upon Customer initialing each applicable Schedule where indicated. For Services covered by tariff, Customer recognizes that in the event of any inconsistencies between this Agreement and the tariffs, except with respect to pricing, termination charges or cancellation charges for which this Agreement shall control in all circumstances (subject to Section 15 hereof), the tariffs shall control for regulated Services (other than for pricing), and this Agreement shall control for unregulated Services. In the event of any conflict between this Agreement and any Schedule, the Schedule shall control. Customer further recognizes that if Customer selects long distance services, such services will be provided directly by [Select one: ☐ Frontier Communications of America, Inc. ("LD Carrier") and Frontier is acting solely as LD Carrier's agent with respect to such services. If long distance services are being contracted for by Customer hereunder, Customer shall execute a Letter of Authorization in the form of Schedule LD, attached hereto. Services, special facilities and equipment may also be provided by other local or long distance carriers that are affiliates or subcontractors of Frontier and such Services will be subject to the terms and conditions of this Agreement.

Frontier will maintain, repair and service the facilities and equipment used to provide the Services or leased to Customer as part of this Agreement, up to and including the point at which the facilities and equipment are made available for interconnection to Customer's premises equipment or inside wiring. Only authorized agents and representatives of Frontier may perform such work. Any repair, alteration or servicing of Frontier's facilities or equipment by Customer or third parties without the express written consent of Frontier is cause for termination of this Agreement at Frontier's option. For any portion of Frontier's circuits that are provided by third parties, Frontier's maintenance responsibility is limited to the prompt identification and notification of appropriate parties. Frontier will make every reasonable effort as Customer's agent to obtain prompt action from such a third party.

2. Minimum Usage Guarantee

If Customer has selected Service(s) for which there is a Minimum Usage Guarantee, then unless otherwise described in this Agreement or the applicable Schedule, Customer shall be liable to Frontier for meeting such Minimum Usage Guarantee during the initial term stated in the applicable Schedule or tariff. Unless otherwise stated in the Schedule, any Minimum Usage Guarantee period begins on the date of installation of the applicable Service. Taxes or tax-related surcharges, governmentally imposed or permitted surcharges, nonrecurring charges (including but not limited to installation charges), operator assistance charges, and any charges of third parties that are passed through to Customer are not included in determining whether Customer has met any Minimum Usage Guarantee. Customer agrees that the prices in the Schedules are based in part upon any term and volume commitments that Customer is making to Frontier. If Customer's purchases are less than any Minimum Usage Guarantee committed

to in any Schedule, Frontier may, in addition to any other rights and remedies it may have, recover the shortfall from Customer, and may elect at its option either to continue to recover the shortfall prospectively or increase the price prospectively to reflect Frontier's then-current prices for comparable terms and volumes.

3. Cancellation Charges

Whether or not Customer enters into a minimum term commitment, if Customer terminates or cancels an order for a Service prior to the completion of installation of the Service, Customer shall pay a cancellation charge equal to one month of recurring charges for the Service plus the total costs and expenses of Frontier in connection with establishing the Service prior to Frontier's receipt of notice of termination or cancellation, including, but not limited to, Frontier's applicable installation charges for the Service.

If Customer has selected Services for which there is a minimum term commitment or the applicable Schedule includes a minimum term commitment, and if Customer terminates or cancels a Service after completion of installation but prior to completion of the minimum term commitment or Frontier terminates the Service or this Agreement pursuant to Section 9.a. hereof, Customer shall immediately pay Frontier a cancellation charge equal to the monthly recurring charges for the terminated or canceled Service, plus the following associated surcharges for such Service: subscriber line charges, primary interexchange carrier charges, and universal service fund charges, multiplied by the number of months remaining in the applicable minimum term commitment. Partial months shall be prorated so that Customer's total payment of recurring charges (plus applicable surcharges) before and after termination or cancellation equals the monthly recurring charges (plus applicable surcharges) for the Service multiplied by the total number of months in the minimum term commitment. Unless otherwise stated in the Schedule, any minimum term commitment begins on the effective billing date for the applicable Service.

It is agreed that Frontier's damages in the event of early termination will be difficult or impossible to ascertain. These provisions are intended, therefore, to establish liquidated damages in the event of termination and are not intended as a penalty.

The minimum term provisions or Minimum Usage Guarantees for any Service selected by Customer hereunder shall have no effect on any other minimum term commitments or Minimum Usage Guarantees that Customer may have with Frontier, whether under this Agreement, or otherwise.

This Section 3 addresses only situations involving termination or cancellation of Service. The effects of a reduction in Service, not rising to the level of a termination or cancellation of such Service, shall be governed by tariffs covering applicable Service offerings.

4. Payment

Customer shall pay all charges set forth in the attached Schedules and in applicable tariffs. Unless otherwise specified in an applicable Schedule or tariff, or otherwise required by statute or rule, all payments shall be due within thirty (30) days of the invoice date and late payments shall be subject to a late payment fee of the lesser of 1.5% per month or the maximum allowed by law. The late payment fee referred to above will be in addition to and not in lieu of any other remedies Frontier may have hereunder or under the law as a

result of Customer's failure to pay. If Frontier does not receive notice of a payment dispute by Customer within thirty (30) calendar days after Customer's receipt of an invoice, such invoice will be deemed correct. Upon timely receipt of a notice of dispute, Frontier will promptly investigate all disputed charges and report its findings and disposition of the dispute to Customer within thirty (30) calendar days. For the purpose of computing partial month charges, a month will consist of thirty (30) calendar days.

In addition to the charges set forth in the applicable tariffs and Schedules, Customer shall pay any and all federal, state or local sales, use, privilege, gross receipts or excise taxes (exclusive of taxes based on the net income of Frontier or its affiliates), or any charges in lieu thereof, and any applicable governmentally imposed or approved surcharges, including but not limited to Primary Interexchange Carrier Charge ("PICC"), E-911, Universal Service and Local Number Portability surcharges related to the Services.

5. Term

This Agreement is effective as of the date written above, and shall continue in full force and effect as long as any of the Services continue to be provided pursuant to any Schedule hereto, unless terminated in accordance with the provisions hereof. If neither party provides the other with written notice of its intent to terminate this Agreement, or any Service provided pursuant to any Schedule, at least sixty (60) days prior to expiration of any minimum term commitment for any or all Services, or any renewal thereof as provided below, then this Agreement shall be deemed automatically renewed for additional one-year periods upon the same terms and conditions. Notwithstanding the above, if tariff pricing was applicable during the initial term of this Agreement, pricing for Services continuing during any renewal term shall be at the then applicable tariff rate.

6. Limitation of Liability and Warranty Provisions

The liability of Frontier and its affiliates for the Services provided under this Agreement shall in no event exceed the limitations of liability set forth in the applicable tariffs or regulatory rule or order, or, if there is no applicable tariff provision, rule or order, the total amount paid for the applicable Service pursuant to this Agreement and the attached Schedules. In cases of Service outages or interruptions, liability shall be limited to 1/720 of the monthly charge for each hour the Service is interrupted.

Notwithstanding the above, Frontier will not be liable to Customer for interruptions in Services caused by failure of hardware or software, failure of communications services, power outages, or other interruptions not within the complete control of Frontier. In addition, there will be no credits, reductions or set-offs against charges for Services, or for downtime of Services, except as expressly set forth herein.

IN NO EVENT WILL FRONTIER OR ITS AFFILIATES BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, OR FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. FRONTIER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY LOSS, COST, CLAIM OR EXPENSE EXPERIENCED OR INCURRED BY CUSTOMER RESULTING FROM THE USE OF THE SERVICES OR EQUIPMENT PROVIDED THEREUNDER, INCLUDING, BUT NOT LIMITED TO, TOLL FRAUD.

EXCEPT AS OTHERWISE PROVIDED HEREIN OR IN THE APPLICABLE SCHEDULES, FRONTIER DISCLAIMS ALL WARRANTIES WITH RESPECT TO ITS FACILITIES, TRANSMISSION, EQUIPMENT, DATA OR SERVICES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION.

No action, regardless of form, arising out of this Agreement or the Schedules may be brought more than two (2) years after the cause of action has arisen. The parties hereby waive the right to invoke

any different limitation on the bringing of actions provided under state law.

7. Indemnification

Customer shall be liable for and shall indemnify, defend and hold Frontier and its affiliates harmless from and against any and all claims, loss, damage, cost or expense (including reasonable attorneys' fees) arising out of Customer's negligent, willful or unauthorized acts, failures to act or misrepresentations, and, in the case of facilities or equipment, failure to maintain an adequate and safe environment or permitting unauthorized repairs.

8. Confidentiality

Both parties agree that all terms and conditions set forth in this Agreement shall be considered confidential, and that details of the terms of this Agreement, or the Services provided under this Agreement, shall not be disclosed to third parties without the prior written consent of the other party, unless required by law.

Customer and Frontier may disclose to each other information that is confidential in nature. All such information (hereafter "Information") shall be clearly marked as confidential if written, or clearly identified as confidential if oral. Customer and Frontier agree not to disclose any Information to any third party, to keep Information in a secure place available only to employees, affiliates or agents who need to know the Information for purposes of the business dealing between Customer and Frontier, and to use Information only in connection with such business dealings.

Information will lose its confidential status if obtained legitimately from a third party without restriction or upon the expiration of six (6) years from delivery of each item of Information. Information shall remain the property of the disclosing party and shall be returned to such party on request or upon termination of the business dealing between Customer and Frontier. This Agreement is enforceable by injunction.

9. Default

a. **Breach by Customer:** If Customer fails to make any payment when due, or fails to comply with any other term or condition of this Agreement or any Schedule, and such failure continues for five (5) days in the event of failure to make payments, or thirty (30) days in the event of any other default, after notice of such failure, Frontier shall have the right either to suspend the Service until the default is remedied or to terminate this Agreement or any Schedule. In the case of failure to make payment for equipment purchased or leased hereunder, Frontier shall have the right, without notice, demand or legal process, to demand payment of all amounts remaining to be paid under the applicable Schedule and to take possession and dispose of the property in a commercially reasonable manner. Retaking or resale of such equipment shall not release Customer from its obligation to pay all amounts due under this Agreement and the Schedules.

b. **Breach by Frontier:** If Frontier has not remedied any breach within thirty (30) days after Frontier's receipt of notice from Customer of such breach, Customer may terminate the circuit or Service which is the subject of such breach. Except for charges incurred prior to the termination and except for charges incurred with continued use despite termination, Customer shall have no further obligation to Frontier for payment of charges for the terminated circuit or Service after such termination. Except as otherwise expressly provided herein or in an applicable Schedule, this subsection states Customer's exclusive remedy for a breach by Frontier.

c. Frontier, after giving notice to Customer and after having given Customer an opportunity, appropriate to the circumstances involved, to respond to such notice, may, under the following conditions, forthwith terminate any Service, and sever the connection to Frontier's network and remove its equipment from Customer's premises:

1) In the event of prohibited, unlawful or improper use of the facilities or Service or abuse of the facilities, or

2) If, in the sole judgment of Frontier, any use of the facilities, or Service by Customer would have a material negative impact on the business of Frontier or the efficiency of Frontier's personnel, plant, property or Service.

Frontier, however, shall have the right to take immediate action, including termination of the Service and severing of the connection to its network without notice to Customer when injury or damage to Frontier personnel, plant, property or Service is occurring, or is likely to occur.

10. Force Majeure

In no event will Frontier or its affiliates be liable for any delay in performance directly or indirectly caused by events beyond their control, including, but not limited to: acts of Customer, its agents, employees or contractors; acts of God; acts of the public enemy; acts of the United States, a state or other political subdivision; fire, floods or other natural disasters; accidents; wars; labor disputes or shortages; and inability to obtain material, power, equipment or transportation.

11. Assignment

This Agreement may not be assigned by either party without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed, except that Frontier may assign this Agreement to any successor to the business of Frontier by merger, consolidation or sale of assets or to any corporation controlling, controlled by or under common control with Frontier. Frontier may subcontract portions of the work to be performed hereunder, but shall remain fully liable to Customer for the workmanlike performance thereof.

12. Work Site Conditions

This Agreement assumes that any Services provided hereunder do not involve Frontier's contact with or removal of asbestos or other toxic or hazardous materials. If asbestos, or material containing asbestos, or any other hazardous or toxic materials are discovered during work pursuant to this Agreement, Frontier will suspend its work for a reasonable period of time to permit Customer to engage a qualified firm to remove and dispose of the asbestos or other toxic or hazardous materials from the site and receive an equitable adjustment to the sums due or to be due to Frontier under this Agreement as a result of any increase in costs Frontier experiences as a result of such suspension.

Customer acknowledges that Frontier shall not be responsible for any claims, demands or damages arising out of the removal of asbestos or any other hazardous or toxic material from the work site and agrees to release, indemnify, defend and hold harmless Frontier from and against any damages, losses, claims, demands or lawsuits arising out of or relating to the presence, removal or disposal of asbestos or any other hazardous or toxic material from the work site.

13. Title and Risk of Loss

In the case of equipment provided hereunder, risk of loss or damage shall pass to Customer at time of delivery to Customer. Title to any sold equipment passes to Customer upon payment in full for the equipment or upon completion of installation and Customer's acceptance, whichever occurs first. Unless an acceptance test is deemed necessary by the parties, acceptance by Customer is deemed to occur at the time of cutover as evidenced by the interconnection of the equipment to the public network and its ability to place and receive external and internal telephone calls or data traffic. Until the purchase price and all other amounts added thereto have been paid in full, Frontier shall retain a security interest in the equipment to secure payment of the purchase price. The parties hereby agree that this Agreement shall constitute a security agreement and financing statement as those terms are defined in the Uniform Commercial Code. Customer will promptly execute any

additional documents or instruments requested by Frontier to protect Frontier's interests.

Unless expressly sold to Customer, any equipment installed at Customer's premises in connection with the Services remains the property of Frontier and upon termination of this Agreement or any applicable Service, such equipment shall be returned to Frontier in the same condition as installed, normal wear and tear excepted. In the event of Customer's failure to comply with the preceding sentence, Customer will be billed for and pay to Frontier an amount equal to the retail value of such equipment.

Frontier will be provided reasonable access to Customer's premises during normal business hours for the purpose of installing, inspecting, testing, rearranging, repairing or removing any Service and/or related equipment.

Customer will reimburse Frontier for any loss of, or damage to, any Frontier facilities or equipment in or on Customer's premises or property resulting from theft, willful injury, or any other cause whatsoever, other than by fire or unavoidable accident, and other than any loss or damage resulting from the negligence or willful misconduct of Frontier or its agents. The term "unavoidable accident" does not include theft.

14. Competition

Customer recognizes the availability of competitive alternatives for receiving the Service(s) provided under this Agreement either now or in the future, and has freely elected to enter into this Agreement in order to receive the benefits it offers.

15. Government Regulation

Notwithstanding anything in Section 1 regarding the precedence of contract or tariff, to the extent that any Service(s) provided hereunder are subject to the jurisdiction of the Federal Communications Commission ("FCC") and/or any state utility regulatory agency, this Agreement shall at all times be subject to changes, modifications, orders and rulings by the FCC and/or that regulatory agency. Frontier reserves the right to suspend, modify or terminate any Service without liability where any statute, regulation and/or ruling, including modifications thereto, by any regulatory agency (including the FCC), legislative body or court of competent jurisdiction, (i) prohibits, restricts or otherwise prevents Frontier from furnishing such Service, or (ii) has a material negative impact on Frontier's performance hereunder or the benefits provided by this Agreement. If provision of any Service pursuant to this Agreement is subject to advance approval of the FCC and/or any state utility regulatory agency, this Agreement shall not become effective with respect to such Service until fifteen (15) days after receipt by Frontier of written notice of such approval.

16. Governing Law

This Agreement shall be governed by and construed according to the laws of the State in which Services are being provided hereunder without regard to its conflicts of laws provisions. Any related litigation may be brought in any State or Federal courts of competent jurisdiction within such State. Customer and Frontier consent to personal jurisdiction in such courts.

17. Merger and Modification

This Agreement and the Schedules hereto contain the entire agreement between the parties relating to the subject matter hereof, and may not be modified, amended or supplemented except by written agreement signed by an authorized representative of each party.

18. No Waiver

If either party fails, at any time, to enforce any right or remedy available to it under this Agreement, that failure shall not be construed to be a waiver of the right or remedy with respect to any other breach or failure by the other party.

19. Severability

A declaration by any court, or other binding legal source, that any provision of this Agreement or any Schedule is illegal and void will not effect the legality and enforceability of any other provisions of this Agreement, unless the provisions are mutually dependent.

20. Internet Acceptable Use Policy and Security

If Customer subscribes to any Frontier Internet service, Customer shall comply with Frontier's Acceptable Use Policy ("AUP"), which Frontier may modify at any time. The current AUP is available for review at the following address, subject to change:

<http://www.frontieronline.com/db/template/misc.xml?id=16&us>

(or <http://www.frontieronline.com/> then click on Enter, then on Legal Notices at bottom of page)

Customer is responsible for maintaining awareness of the current AUP and adhering to the AUP as it may be amended from time to time. Failure to comply with the AUP is grounds for immediate suspension or termination of Frontier Internet Service, notwithstanding any notice requirements of Section 9(a) above.

Customer is responsible for the security of its own networks, equipment, hardware, software and software applications. Abuse that occurs as a result of Customer's systems or account being compromised or as a result of activities of third parties permitted by Customer may result in suspension of Customer's accounts or Internet access by Frontier. Customer will defend and indemnify Frontier and its affiliates with respect to claims arising from Customer's or third parties' usage of Frontier Internet access through Customer's hardware or software.

Customer shall not bundle or resell Frontier Internet access Services unless Customer subscribes to a Schedule designed for the provision of Internet access by Customer to its customers through Frontier facilities.

21. Additional Provisions (if applicable, Customer to initial where indicated)

a. Surcharge Exemption Certification (applies to special access / private line circuits)

Customer ☐ certifies [Initial: _____] / ☐ does not certify [Initial: _____]: That any special access

lines/circuits to be provided by Frontier consist of one or more of the following:

- (1) An open-end termination in a Telephone Company switch of an FX line, including CCSA and CCSA-equivalent ONALS;
- (2) An analog channel termination that is used for radio or television program transmission;
- (3) A termination used for TELEX service;
- (4) A termination that by nature of its operating characteristics could not make use of Telephone Company common lines;
- (5) A termination that interconnects either directly or indirectly to the local exchange network where the usage is subject to Carrier Common Line charges such as, where the private facility accesses only FGA and no local exchange lines, or private line facility connecting CCSA or CCSA-type equipment (inter-machine trunks);
- (6) A termination that is not connected to a PBX or other device capable of interconnecting the private line facility to a local exchange subscriber line.

Customer understands that if it cannot so certify, a special access surcharge may be required to be assessed on each dedicated line/circuit. Customer agrees to indemnify and hold Frontier harmless from any charges assessed as a result of any false statements made above and further agrees to reimburse Frontier for any such charges.

b. Interstate / Intrastate Pricing Certification (applies to dedicated point-to-point services)

If the Schedules include dedicated point-to-point Service(s), Customer certifies that its dedicated point-to-point traffic over such Services ☐ [Initial: _____] will be more than 10% interstate in nature / OR ☐ [Initial: _____] will be 10% or less interstate in nature. The term "interstate in nature" means that the traffic originates in one state and terminates in another state or outside the United States, regardless of how it is routed.

FRONTIER:

By:



Name: Anne Alvarez

Title: Medium Account Executive

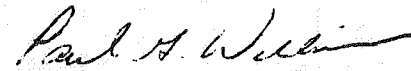
Date:

1-30-06

CUSTOMER:

Wells Central School District

By:



Name:

Paul G. Williamson

Title:

Superintendent

Date:

1/30/06

This is Schedule Number 1 to the Frontier Services Agreement dated January 30, 2006 between **Wells Central School District** and **FRONTIER**. This Schedule is dated January 30, 2006. Customer orders and Frontier agrees to provide the Services listed below initiated by Customer.

Location of Services ordered: **Rte 30, Wells, New York**

(Include a separate schedule for each service location if more than one)

Product	Rate / MRC	# Lines/Circuits/ Channels	Install Chg.	Minimum Term	Total
Local Lines	\$		\$		\$
Centrex	\$		\$		\$
LMS Plan	\$		\$		\$
PBX Trunks - Analog	\$		\$		\$
Other:	\$		\$		\$
Other:	\$		\$		\$
TL Install Chg.			\$	TL MRC	\$
				Grand TL	\$

Customer Premise Equipment \$ _____ (total price)/number of months _____ @ \$ _____/month

Item	Quantity	@	\$	ea.	Total = \$
Item	Quantity	@	\$	ea.	Total = \$
Item	Quantity	@	\$	ea.	Total = \$
Item	Quantity	@	\$	ea.	Total = \$
Item	Quantity	@	\$	ea.	Total = \$

CPE Install _____

COMMENTS: _____

Product	Long Distance Plan	Rate	MRC	# Lines/Circuits	Minimum Term	Total
IntraLATA	LD Bus Reduced 2 year plan	\$.07	\$.95		2 year	\$
InterLATA	LD Bus Reduced 2 year plan	\$.07	\$		2 year	\$
Intrastate	LD Bus Reduced 2 year plan	\$.07.	\$		2 year	\$
Interstate	LD Bus Reduced 2 year plan	\$.065.	\$		2 year	\$
International		\$	\$			\$
Other:		\$	\$			\$
Other:		\$	\$			\$

Surcharges	Rate / MRC	# Lines/Circuits/ Channels	Install Chg.	Minimum Term	Total
LNP	\$		\$		\$
SLC / CALC	\$		\$		\$
PICC	\$		\$		\$
Other:	\$		\$		\$
TL Install Chg.			\$	TL MRC	\$
				Grand TL	\$

Minimum Usage Guarantee (MUG): _____

Calculated based on customer's total bill from Frontier. Taxes or tax-related surcharges, governmentally imposed or permitted surcharges, nonrecurring charges (including but not limited to installation charges), operator assistance charges, and any charges of third parties that are passed through to Customer are not included in calculating any Minimum Usage Guarantee.

Initial *PAW*

Date

1/31/06

470



A Citizens Communications Company

www.FrontierOnline.com

5 year Digital Centrex Line
Attachment A

1. **Location** Wells Central School District , Rte 30 Wells, New York 12190
2. **Billing Account Number** 518-924-6000
3. **Service** Digital Centrex
4. **Term:** Five(5)years
5. **Line Charges:**
First 5 lines \$31.60 each*
Lines 6-25 \$12.15 each*
Lines 26-50 \$10.90 each*
6. Additional service such as Centrex Feature Packages, Centrex Optional Features, Network Access Register (NAR), etc. where applicable, will be billed at applicable Tariff Charges as may be changed from time to time.
7. ****The current FCC Monthly Subscriber Line Charge is \$ 9.20 per line according to FCC requirements and is subject to change based on the Tariff changes.
8. The current Number Portability Charge is \$.34 per line, and is subject to change base on the Tariff Changes.



Universal Service Administrative Company
Schools & Libraries Division

Administrator's Decision on Appeal—Funding Year 2008-2009

October 14, 2008

Dr. John Zeis
Wells Central School
P.O. Box 300
Wells, NY 12190

Re: Applicant Name: WELLS CENTRAL SCHOOL DISTRICT
Billed Entity Number: 124136
Form 471 Application Number: 599713
Funding Request Number(s): 1654076
Your Correspondence Dated: September 26, 2008

After thorough review and investigation of all relevant facts, the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) has made its decision in regard to your appeal of USAC's Funding Year 2008 Funding Commitment Decision Letter for the Application Number indicated above. This letter explains the basis of USAC's decision. The date of this letter begins the 60 day time period for appealing this decision to the Federal Communications Commission (FCC). If your Letter of Appeal included more than one Application Number, please note that you will receive a separate letter for each application.

Funding Request Number(s): 1654076
Decision on Appeal: **Denied**
Explanation:

- USAC has determined that Wells Central School is in violation of the Schools and Libraries' competitive bidding rules. According to USAC records, Wells Central School cited FCC Form 470 application number 840290000592622 on Block 5, Item 12 of the FCC Form 471. The record also shows that during initial review of the Form 471, Program Integrity Assurance (PIA) contacted and informed Wells Central School that for this funding request, the Contract Award Date (January 30, 2006) for the services requested is before the Allowable Contract Date (December 5, 2006) of the cited Form 470. PIA also informed the applicant that the rules of this support mechanism require that the contract award date be after the allowable contract award date. In addition, Wells Central School was given the opportunity to cite an alternate Form 470 establishing the bidding for the services requested on their Form 471 in order to cure the competitive bidding

violation. In a fax dated August 12, 2008, the applicant provided a copy of the contract. Wells Central School also stated that the Form 470 establishing the bidding requirement for the requested services is Form 470 application number 840290000592622. As this information was the same as the original input, the competitive bidding violation was not resolved and the request was denied. On appeal, Wells Central School failed to provide evidence that they have complied with the support mechanism's competitive bidding requirements, or that USAC has erred in its initial decision.

- The Item 21 Attachment you provided in support of your FCC Form 471 application, or documentation provided during review of your application, show that you selected your vendor prior to the end of the 28 day posting period. In your Receipt Notification Letter, USAC notified you that the earliest date upon which you could sign a contract or enter into an agreement (your Allowable Contract Date) was December 5, 2006. Consequently, USAC denies your appeal because your application did not comply with the competitive bidding requirement that your FCC Form 470 be posted on the website for 28 days prior to signing a contract or entering into an agreement for new products and/or services.
- You selected your vendor for new products and/or services prior to the expiration of the 28 day posting period. FCC rules require that except under limited circumstances, all FCC Forms 470 received be posted on the USAC website for 28 days, and that applicants carefully consider all bids received before selecting a vendor, entering into an agreement or signing a contract; and signing and submitting an FCC Form 471. *See* 47 C.F.R. secs. 54.504 (a) (c), 54.511(a) and (c). FCC rules further require that the Administrator send the applicant a confirmation when the FCC Form 470 has been posted, and inform the applicant of the earliest date upon which they may sign a contract with the vendor it selects. *See* 47 C.F.R. sec. 54.504(b)(4). These competitive bidding requirements help to ensure that applicants receive the lowest pre-discount price from vendors. *See* Federal-State Joint Board on Universal Service, CC Docket No. 96-45, Order on Reconsideration, 12 FCC Rcd 10095, 10098, FCC 97-246 para. 9 (rel. Jul. 10, 1997). New products and/or services include tariff telecommunications services that are NOT subject to an existing, binding, written contract.

If your appeal has been approved, but funding has been reduced or denied, you may appeal these decisions to either USAC or the FCC. For appeals that have been denied in full, partially approved, dismissed, or canceled, you may file an appeal with the FCC. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received or postmarked within 60 days of the date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found in the "Appeals Procedure" posted in the Reference Area of the SLD section of the USAC website or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.



Universal Service Administrative Company

Helping Keep Americans Connected

Schools & Libraries – Contracts

When do I need a contract?

A contract is needed for Internal Connections (e.g., equipment, cabling, etc.) and for Basic Maintenance. Some Priority One services are also provided under a contract (e.g., specialized private line services, VANs, Frame Relay, ATM, etc.) However, program rules do not specifically require contracts for tariffed or month to month services (e.g., telephone, Internet, broadband, etc.), but if you have a contract they are considered contracted services.

When can I sign and execute the contract?

You **must** wait at least 28 days after the Form 470 is **posted** on the USAC website and the RFP is available, whichever is later, before selecting the vendor and signing and dating the contract.

What are USAC program requirements?

The applicant **must sign and date** the contract prior to certifying the Form 471. The service provider signature and date are not a program requirement. The contract must not be signed and dated by the applicant prior to the 28-day posting period. In addition, the contract must comply with all local and state contract laws. Verbal agreements and quotes are not acceptable. Note: Many applicants purchase from State Master Contracts. Program requirements are quite different, so please refer to our website for details.

How do I post for a multi-year contract?

Indicate on your Form 470 Item 7b and your RFP that you are seeking a multi-year contract. As a best practice, you might indicate the term you are seeking (e.g., "seeking a 3-5 year contract"). Once you have signed the multi-year contract, you can cite the original Form 470 in subsequent funding requests. If the contract was signed on or before July 10, 1997, refer to our website for additional instructions.

Can I extend my existing contract?

You cannot extend your contract beyond the contract expiration date unless you indicated on your original Form 470 Item 7b and in your RFP you were seeking voluntary contract extensions, and the contract reflects this option. However, you can extend a contract if you need more time for the delivery and installation of non-recurring services if the extension is allowed under the terms of the contract. New eligible services, equipment or entities cannot be added to the contract during the extension period.

What if I can't complete the project by the September 30 deadline?

If you have non-recurring services, and meet certain conditions, you may request and be granted an extension to allow for delivery and installation without rebidding the contract, if the contract provisions allow. New eligible services, equipment or entities cannot be added to the contract during the extension period. You must then advise USAC of the extension by filing a Form 500 to change the contract expiration date originally reported in the Form 471, Block 5 funding request.

For additional information, please use the USAC resources listed below:

Contract Guidance: <http://www.usac.org/sl/applicants/step04/contract-guidance.aspx>

Service Extensions: <http://www.usac.org/sl/applicants/step11/service-deadlines-extension-requests.aspx>

We thank you for your continued support, patience and cooperation during the appeal process.

Schools and Libraries Division
Universal Service Administrative Company

Dr. John Zeis
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Billed Entity Number: 124136
Form 471 Application Number: 599713
Form 486 Application Number: